

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BBC STUDIOS DISTRIBUTION LTD,

Plaintiff,

v.

CHAMPRINT BAGS STORE, et al.,

Defendants.

Case No. 23-cv-15274

Judge Robert W. Gettleman

Magistrate Judge Keri L. Holleb Hotaling

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff BBC Studios Distribution LTD (“Plaintiff” or Bluey) against the fully interactive, e-commerce store¹ operating under the seller aliases identified on Schedule A attached hereto (the “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto (collectively, “Defaulting Defendants”), with the exception of Defendants Homyjoy (Def. No. 32) and Brookhaus (Def. No. 96), based on Plaintiffs’ action for trademark infringement, counterfeiting, false designation of origin, and copyright infringement;

This Court having entered upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated



¹ The e-commerce store URLs are listed on Schedule A hereto under the Online Marketplaces.

under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or funds from U.S. bank accounts, and have sold products bearing unauthorized copies of the Bluey Copyrighted Work (including U.S. Copyright Registration No. PA 2-308-864) and/or using infringing and counterfeit versions of the Bluey registered trademarks (the “BLUEY Trademarks”) to residents of Illinois.

A list of the BLUEY Trademarks is included in the below chart.

| Registration Number | Trademark |
|-------------------------|--------------------------------------------------------------------------------------|
| 6,442,598; 7,087,215 |  |
| 6,662,122 |  |



This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and copyright infringement (17 U.S.C. §§ 106 and 501, et seq.).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default, and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the BLUEY Trademarks or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Bluey product or not authorized by Plaintiff to be sold in connection with the BLUEY Trademarks;
 - b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Bluey Copyrighted Work in any manner without the express authorization of Plaintiff;

- c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Bluey product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the BLUEY Trademarks and/or the Bluey Copyrighted Work;
 - d. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - e. further infringing the BLUEY Trademarks and/or the Bluey Copyrighted Work and damaging Plaintiff's goodwill; and
 - f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the BLUEY Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the Bluey Copyrighted Work.
2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon") ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), Walmart Inc. ("Walmart"), Etsy, Inc. ("Etsy"), WhaleCo, Inc. ("Temu"), and DHgate.com Inc. ("DHgate") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt such notice, disable and cease displaying any

advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the BLUEY Trademarks and/or which bear the Bluey Copyrighted Work.

3. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of five hundred thousand dollars (\$500,000) for use of counterfeit BLUEY Trademarks on products sold through at least the Defaulting Defendants' Online Marketplaces.
4. Pursuant to 17 U.S.C. § 504(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful copyright infringement of the Bluey Copyrighted Work.
5. Plaintiff may serve this Order on Third Party Providers, including PayPal, Inc. ("PayPal"), eBay, Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Wish.com, Walmart, Etsy, DHgate, Temu, and Amazon Pay, by e-mail delivery to the e-mail addresses Plaintiff used to serve the Temporary Restraining Order on the Third Party Providers.
6. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. ("PayPal"), eBay, Alipay, Alibaba, AliExpress, Wish.com, Ant Financial Services Group ("Ant Financial"), Walmart, Etsy, DHgate, Temu, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants' Seller Aliases or the Online Marketplaces from transferring or disposing of any funds (up to the statutory damages awarded in Paragraphs 3 and 4 above) or other of Defaulting Defendants' assets.
7. All monies (up to the amount of the statutory damages awarded in Paragraphs 3 and 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies

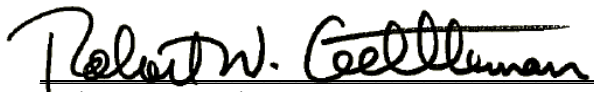
held by Third Party Providers such as PayPal, eBay, Alipay, Alibaba, AliExpress, Wish.com, Ant Financial, Walmart, Etsy, DHgate, Temu, and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Alipay, Alibaba, AliExpress, Wish.com, Ant Financial, Walmart, Etsy, DHgate, Temu, and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within seven (7) calendar days of receipt of this Order.

8. Until Plaintiff has have recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, DHgate, Temu, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, Etsy, DHgate, Temu, and Amazon Pay, shall within seven (7) calendar days:
 - a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases or Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 3 to the Declaration of Diane Hamer, and any e-mail addresses provided for Defaulting Defendants by third parties;
 - b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and

- c. release all monies, up to the above identified statutory damages award, in Defaulting Defendants' financial accounts to Plaintiff's as partial payment of the above-identified damages within seven (7) calendar days of receipt of this Order.
9. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 3 to the Declaration of Diane Hamer and any e-mail addresses provided for Defaulting Defendants by third parties.
10. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Greer, Burns, & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This Court, having determined that there is no just reason for delay, orders that this is a Final Judgment against the Defaulting Defendants.

DATED: December 21, 2023


Robert W. Gettleman
United States District Judge

BBC Studios Distribution Ltd v. CHAMPRINT Bags Store, et al., - Case No. 23-cv-15274

Schedule A

| Defendant Online Marketplaces | | |
|--------------------------------------|-------------------------------------|---------------------------------------------|
| No. | URL | Name / Seller Alias |
| 1 | aliexpress.com/store/1102985251 | CHAMPRINT Bags Store |
| 2 | aliexpress.com/store/1102516699 | Shop1102515735 Store |
| 3 | aliexpress.com/store/1102527562 | Shop1102529555 Store |
| 4 | DISMISSED | DISMISSED |
| 5 | amazon.com/sp?seller=A263N2NSRW796X | A263N2NSRW796X |
| 6 | DISMISSED | DISMISSED |
| 7 | amazon.com/sp?seller=A1AE859S006W7T | Ainierbaby |
| 8 | amazon.com/sp?seller=A1AZLLWHBYYYJY | aiQuXiaoHu |
| 9 | amazon.com/sp?seller=A28JLGLV5A93DR | AiTengyungfhjdr |
| 10 | amazon.com/sp?seller=A2RT42TJHFUYZ4 | Auxury |
| 11 | amazon.com/sp?seller=A14PE6HZ02ZE2Q | blink studio |
| 12 | amazon.com/sp?seller=AWI3YTW4IABC | Ccyuqi |
| 13 | amazon.com/sp?seller=A13X8NQWK4D7UY | changchunshijunyifangshangmaoyouxiangongsi |
| 14 | amazon.com/sp?seller=AB8A35MRG214S | changzhoulingjiatangquancuizalianjingyingbu |
| 15 | amazon.com/sp?seller=AAC704WOIYV88 | chengdutyantoutongshangmaoyouxiangongsi |
| 16 | amazon.com/sp?seller=A13YON94T0UB8H | chenjiayongg |
| 17 | amazon.com/sp?seller=A20HDYK6UH86JU | ck5007r468 |
| 18 | amazon.com/sp?seller=A17W8ABE4CTU4A | denggangjunshop |
| 19 | amazon.com/sp?seller=A3DGWCCN7Q7VAC | diandianzhihui |
| 20 | amazon.com/sp?seller=A1GXTNO1UJKKII | DRILL HHS |
| 21 | amazon.com/sp?seller=A26093YH08DA8C | FeiAnAo |
| 22 | amazon.com/sp?seller=ADV0S7X9K8KCH | Fundome |
| 23 | amazon.com/sp?seller=A3IH1TDUDW5GQ4 | fuyanggonghaishangmaoyouxiangongsi |
| 24 | amazon.com/sp?seller=AVVGCZ7O6X7L2 | Good Sharp |
| 25 | amazon.com/sp?seller=AYW3RSUDLCH9D | GREENBULU |
| 26 | amazon.com/sp?seller=ATOMC9A2KVLZP | guodingweiplus |
| 27 | DISMISSED | DISMISSED |
| 28 | amazon.com/sp?seller=A1K7POF80OUPF4 | HaoQ |
| 29 | amazon.com/sp?seller=A1UC9322X6UPL0 | HEEDOTI |
| 30 | amazon.com/sp?seller=A267KQJQRQLXD9 | Helen-US |
| 31 | amazon.com/sp?seller=A24T2MWIBWTS3J | Home Aesthetics Space |
| 32 | EXCEPTED | EXCEPTED |
| 33 | amazon.com/sp?seller=AUBXY44Z667C9 | IUSA Direct |
| 34 | DISMISSED | DISMISSED |
| 35 | amazon.com/sp?seller=A2UXS9N6QQJ50A | JND SHOP |

| | | |
|----|-------------------------------------|------------------------------------------|
| 36 | amazon.com/sp?seller=A10CWFC1NRTZJU | Junyumin |
| 37 | amazon.com/sp?seller=A19V7FI40BUYSK | Kaleidoscope' Big World |
| 38 | amazon.com/sp?seller=A295TCIVF1A9DO | Kurezer |
| 39 | amazon.com/sp?seller=A2SJNAZPO2KJQN | liuzliuzhixiaoixiao |
| 40 | amazon.com/sp?seller=A2CQYWMJ36AIVY | liyuchengdedian |
| 41 | amazon.com/sp?seller=A73SO9SNCKM7V | LPD SHOP |
| 42 | amazon.com/sp?seller=A29JYK001PPN9W | lushitang |
| 43 | amazon.com/sp?seller=A129LUV0MX28XC | Mengni Trade |
| 44 | amazon.com/sp?seller=A1ZP9GCA42RZM8 | ming sheng us |
| 45 | amazon.com/sp?seller=A1TR9XXN5VQ50P | Parnir |
| 46 | amazon.com/sp?seller=ANQLOXQBTXDZ0 | queningjianzhucailliaozhongxin |
| 47 | amazon.com/sp?seller=A3GU76JBOYL44Q | Send Before the Festival. |
| 48 | amazon.com/sp?seller=A1U9EZ032LSLTP | SERVICEFIRST |
| 49 | amazon.com/sp?seller=A1A8BIDTGG7EVP | ShenYangShiSulJiaTunQuGaoShiBaiHuoDian |
| 50 | amazon.com/sp?seller=A272NOGDZTZPA8 | Shenzhen Youbao Technology Co., Ltd |
| 51 | amazon.com/sp?seller=AX4P25M3101CM | Sport2511 |
| 52 | amazon.com/sp?seller=APSX2DMRVB7LG | tuzhuoyuedianzishangwugongzuoshi |
| 53 | amazon.com/sp?seller=AOYWNMH5CTV9T | wangzitao56 |
| 54 | amazon.com/sp?seller=A2142LN6UXBEAE | XINJIHUANGXIN |
| 55 | amazon.com/sp?seller=A15ELGZOTKJ3SK | Yang Lu |
| 56 | amazon.com/sp?seller=A273E7ZFGLECGR | yang073033yu040907hang |
| 57 | amazon.com/sp?seller=AI983ZNRUNCLA | Yaowei Trading. |
| 58 | amazon.com/sp?seller=A2AHXL3031QZAX | yatebaihuo |
| 59 | amazon.com/sp?seller=A152A4J1ITZ4G | Yhetiba |
| 60 | amazon.com/sp?seller=A2KVAUPRE5TW7N | yichangqiangyudianzishangwuyouxiangongsi |
| 61 | amazon.com/sp?seller=A2JRGQDMR4GJHO | yipenlanqijiandian |
| 62 | amazon.com/sp?seller=A109SR1PNB2E3 | YuanShengKeJi |
| 63 | DISMISSED | DISMISSED |
| 64 | amazon.com/sp?seller=A2F8JQQYTA53TW | YUSHUYA |
| 65 | amazon.com/sp?seller=A283RKH6YVC1HI | Zghio395 |
| 66 | amazon.com/sp?seller=A2WJ7M5P2D9W57 | zhouyatai |
| 67 | amazon.com/sp?seller=A39O1CIHNXY4N1 | Zoeng |
| 68 | ebay.com/usr/asweee1212d | asweee1212d |
| 69 | DISMISSED | DISMISSED |
| 70 | DISMISSED | DISMISSED |
| 71 | ebay.com/usr/chenh1385 | chenh1385 |
| 72 | DISMISSED | DISMISSED |
| 73 | DISMISSED | DISMISSED |
| 74 | ebay.com/usr/fashion-mall2 | fashion-mall2 |
| 75 | ebay.com/usr/godskaring68 | godskaring68 |
| 76 | DISMISSED | DISMISSED |
| 77 | DISMISSED | DISMISSED |
| 78 | DISMISSED | DISMISSED |

| | | |
|-----|-------------------------------------------------------|------------------------------------------|
| 79 | ebay.com/usr/meilianduoto | meilianduoto |
| 80 | DISMISSED | DISMISSED |
| 81 | ebay.com/usr/mytoneyes87 | mytoneyes87 |
| 82 | DISMISSED | DISMISSED |
| 83 | DISMISSED | DISMISSED |
| 84 | DISMISSED | DISMISSED |
| 85 | ebay.com/usr/power-toper | power-toper |
| 86 | DISMISSED | DISMISSED |
| 87 | DISMISSED | DISMISSED |
| 88 | DISMISSED | DISMISSED |
| 89 | DISMISSED | DISMISSED |
| 90 | ebay.com/usr/wulelelelele | wulelelelele |
| 91 | DISMISSED | DISMISSED |
| 92 | ebay.com/usr/zhengzhouhaoyinqiaoshangmaoyouxiangongsi | zhengzhouhaoyinqiaoshangmaoyouxiangongsi |
| 93 | DISMISSED | DISMISSED |
| 94 | temu.com/m-634418211274169.html | Elephant Beibei |
| 95 | temu.com/m-5191411037278.html | ruoxi bazaar |
| 96 | EXCEPTED | EXCEPTED |
| 97 | walmart.com/seller/101259923 | CHEEYYIIE |
| 98 | walmart.com/seller/101289691 | HEFEISUONAI |
| 99 | DISMISSED | DISMISSED |
| 100 | walmart.com/seller/101290492 | SANJI LLC |
| 101 | walmart.com/seller/101230914 | TAOBAO |